

A. G. Contract No. KR94 2548TRN
ECS File No.: JPA 94-166
Project: 191GH118 H301901C
Section: US-191, Jct. Solomon
Road - 32nd Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GRAHAM COUNTY

THIS AGREEMENT is entered into 27 December, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
GRAHAM COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

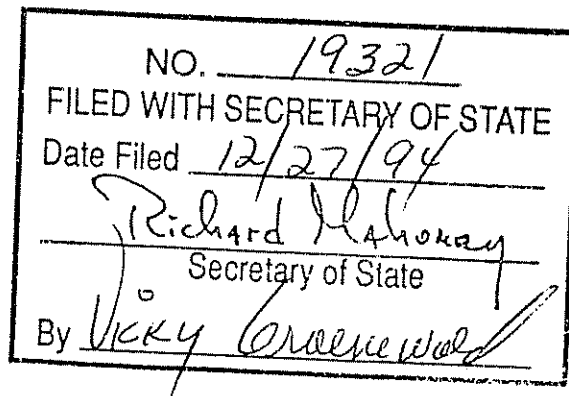
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Incident to an improvement project to US-191 now being
undertaken by the State, the State and the County have
identified a requirement for safety lighting/illumination at
the intersection of Armory Road and US-191 due to the proximity
of the county fairgrounds and a regional recreation area and
the resultant volume of traffic.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

By change order to it's existing construction contract, and at it's own cost, include the illumination work as part of the State's project.

2. The County will:

Be responsible for maintenance and electrical energy costs of operating the lighting.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Graham County
County Manager
800 Main Street
Safford, AZ 85546

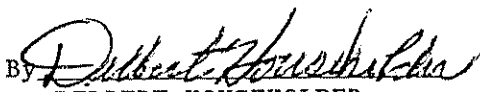
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

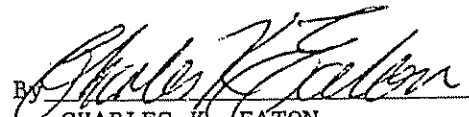
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRAHAM COUNTY, ARIZONA

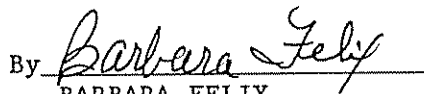
STATE OF ARIZONA

Department of Transportation

By 
DELBERT HOUSEHOLDER
Chairman, Board of
Supervisors

By 
CHARLES K. EATON
State Traffic Engineer

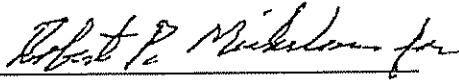
ATTEST

By 
BARBARA FELIX
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 27th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Graham County for the purpose of defining responsibilities for the design, construction and maintenance of a highway luminaire at the intersection of US-191 at Armory Road in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in cursive script, appearing to read "Larry S. Bonine", is written over a horizontal line.

LARRY S. BONINE
Director

RESOLUTION 1994--25

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE COUNTY OF GRAHAM, ARIZONA RELATED TO ARMORY ROAD LUMINAIRE.

WHEREAS, the Arizona State Department of Transportation has agreed to finance and install lighting at the intersection of Armory Road and Highway 191 for traffic safety purposes, and

WHEREAS, the Arizona State Department of Transportation has requested the Board of Supervisors to provide maintenance and upkeep as a condition, and

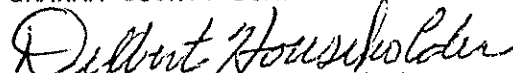
WHEREAS, the Board of Supervisors recognizes the need for traffic safety lighting due to the high traffic volume utilizing facilities at the Graham County Regional Park.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Graham that such traffic safety enhancements are in the best interest of the Park users.

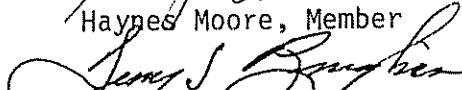
BE IT FURTHER RESOLVED that the Board of Supervisors approves the Arizona State Department of Transportation contract No. JPA 94-166 and authorizes the Chairman to sign the agreement.

PASSED AND ADOPTED THIS 5th day of December, 1994.

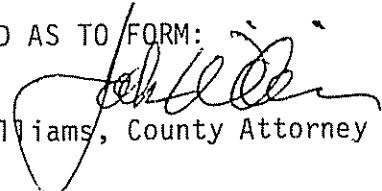
GRAHAM COUNTY BOARD OF SUPERVISORS


Delbert Householder, Chairman


Haynes Moore, Member


Terry Bingham, Member

APPROVED AS TO FORM:


Jack Williams, County Attorney

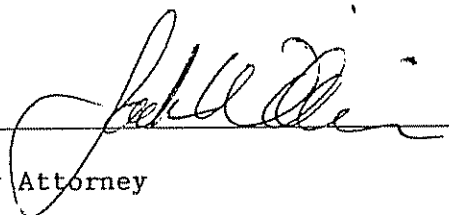
ATTEST:


Barbara Felix, County Clerk

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GRAHAM COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 5th day of Dec, 1994.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

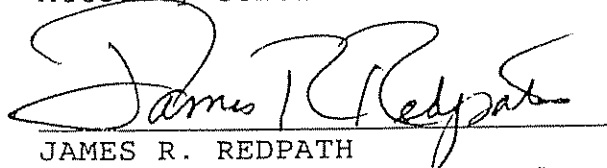
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2548-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of December, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
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